

**Exhibit 5.01(a)(ix)**

**Intellectual Property Contracts Transfer Agreement, dated as of December 4, 1998,  
between DTI and GM, as amended October 31, 2001**



Charles K. Veenstra  
Assistant General Counsel

31 October 2001

Howard N. Conkey  
General Motors Corporation

Amendment to  
GM-Delphi Intellectual Property Contracts Transfer Agreement

Schedule A of the GM-Delphi Intellectual Property Contracts Transfer Agreement does not specifically refer to the September 1992 Technology License and Service Agreement between Delco Chassis Division of General Motors Corporation and Delphi Componentes, S.A. (formerly ACG Componentes, S.A.), the May 1993 clarification of that agreement, nor the December 1996 modification of that agreement.

Accordingly, please sign and return a copy of this amendment to indicate your agreement that the following have been assigned to Delphi Technologies, Inc., and that schedule A of the GM-Delphi Intellectual Property Contracts Transfer Agreement is amended to include:

- the September 1992 Technology License and Service Agreement between Delco Chassis Division of General Motors Corporation and Delphi Componentes, S.A. (formerly ACG Componentes, S.A.)
- the May 1993 clarification of that Technology License and Service Agreement
- the December 1996 modification of that Technology License and Service Agreement

Regards -

A handwritten signature in black ink, appearing to read "Howard N. Conkey".

General Motors Corporation

by Howard N. Conkey

date 11/27/01

Exhibit G-1

4 December 1998

GM - DELPHI  
INTELLECTUAL PROPERTY CONTRACTS TRANSFER AGREEMENT

This Intellectual Property Contracts Transfer Agreement is between General Motors Corporation ("GM") and Delphi Technologies, Inc. ("Delphi").

The parties enter this agreement to transfer certain intellectual property contracts owned by GM prior to the separation of Delphi from GM.

Capitalized terms are defined in section 5.

1 - Assignment of contracts to Delphi

1.1 Delphi IP Agreements

(a) GM hereby assigns (and will cause GM Affiliates to assign) their interest in the Delphi IP Agreements to Delphi, together with the right to sue others for past breach. Delphi will be responsible for recording such assignment to the extent required by local law; the costs of recording will be considered a Project Oracle expense.

(b) Schedule A lists Delphi IP Agreements assigned pursuant to clause 1.1(a). The parties recognize schedule A may not be a complete list of Delphi IP Agreements.

(c) If the parties discover that any agreement assigned pursuant to clause 1.1(a) is not a Delphi IP Agreement, Delphi will reassign such agreement to GM or the GM Affiliate. If the parties discover that any Delphi IP Agreement is not included on schedule A, they will amend schedule A to include that Delphi IP Agreement.

1.2 Delphi Copyright agreements

(a) GM hereby assigns to Delphi all IP Agreements primarily relating to Delphi Copyrights. Delphi will be responsible for recording such assignment to the extent required by local law; the costs of recording will be considered a Project Oracle expense.

(b) Schedule B lists agreements assigned pursuant to clause 1.2(a) and not included in schedule A. The parties recognize schedules A and B may not be a complete list of Delphi Copyright agreements.

- } (c) If the parties discover that any agreement assigned pursuant to clause 1.2(a) does not primarily relate to a Delphi Copyright, Delphi will reassign such agreement to GM. If the parties discover that any IP Agreement primarily relating to Delphi Copyrights is not included on schedule B, they will amend schedule B to include that IP Agreement.
- 1.3 If any agreement referenced in clause 1.1(a) or 1.2(a) may not be assigned to Delphi for the benefit of Delphi and Delphi Affiliates without the consent of another party to the agreement, or without government approval, GM will use reasonable effort (or cause the GM Affiliate to use reasonable effort) to obtain such consent or approval. Until such consent or approval is obtained, GM will retain and administer (or cause the GM Affiliate to retain and administer) such agreement for the benefit of Delphi or a Designated Delphi Affiliate as provided in the Master Separation Agreement between GM and Delphi Automotive Systems Corporation. However, GM and GM Affiliates are not required to incur any additional payment obligation under this paragraph, but will permit Delphi or a Delphi Affiliate to make any payment necessary for GM or the GM Affiliate to retain and administer an agreement for the benefit of Delphi and Designated Delphi Affiliates.
- 1.4 Delphi will fulfill (and cause Delphi Affiliates to fulfill) all obligations imposed on Delphi or Delphi Affiliates by the agreements assigned hereunder, and will indemnify and hold harmless GM and GM Affiliates against any breach of such obligations by Delphi or a Delphi Affiliate.
- 1.5 GM will fulfill (and cause GM Affiliates to fulfill) all obligations imposed on GM or GM Affiliates by the agreements assigned hereunder, and will indemnify and hold harmless Delphi and Delphi Affiliates against any breach of such obligations by GM or a GM Affiliate.
- 1.6 Delphi hereby grants (and will cause Delphi Affiliates to grant) a sublicense to GM, together with the right to further sublicense GM Affiliates and others, under IP Agreements with others, for technology and intellectual property owned by others to the extent Delphi or Delphi Affiliates have the right to do so without further payment obligation. At GM's request, and to the extent it has the right to do so without further payment obligation, Delphi will provide (or cause Delphi Affiliates to provide) to GM and Designated GM Affiliates third party technology licensed under IP Agreements with others. In each case, Delphi or the Delphi Affiliate will permit GM or a GM Affiliate to make any payment necessary for Delphi or the Delphi Affiliate to grant such a sublicense or provide such technology to GM and Designated GM Affiliates.
- 1.7 The parties may execute a specific transfer instrument for one or more Delphi IP Agreements. In any such instance, the parties desire that this agreement be applied and construed in a manner and to the extent consistent with that instrument.

2 - Shared agreements

- 2.1 GM will use reasonable effort to include (or cause GM Affiliates to use reasonable effort to include) Delphi and Designated Delphi Affiliates as parties to all IP Agreements entered by GM or a GM Affiliate for the benefit of both the Delphi Business Sector and one or more other GM business sectors and not assigned to Delphi under this agreement. However, GM is not required to incur any further payment obligation under this paragraph, but will permit Delphi or a Delphi Affiliate to make any payment necessary for GM or the GM Affiliate to include Delphi and Designated Delphi Affiliates as parties to such IP Agreements.
- 2.2 Schedule C lists IP Agreements entered by GM or a GM Affiliate for the benefit of both the Delphi Business Sector and one or more other GM business sectors. The parties recognize schedule C may not be a complete list of such agreements.
- 2.3 If the parties discover that any agreement listed on schedule C was not entered into for the benefit of the Delphi Business Sector, GM shall have no further obligation to include Delphi or Designated Delphi Affiliates as parties to that agreement. If the parties discover that any IP Agreement entered by GM or a GM Affiliate for the benefit of both the Delphi Business Sector and one or more other GM business sectors and not assigned to Delphi under this agreement is not included on schedule C, they will amend schedule C to include that IP Agreement.
- 2.4 If GM or a GM Affiliate is unable to include Delphi or a Designated Delphi Affiliate as a party to any agreement pursuant to clause 2.1, GM will use reasonable effort (or cause GM Affiliates to use reasonable effort) to administer such agreement for the benefit of both GM and Delphi or the Designated Delphi Affiliate.
- 2.5 Delphi will fulfill (and cause Delphi Affiliates to fulfill) all obligations imposed on Delphi or Delphi Affiliates by agreements to which Delphi or Delphi Affiliates are included pursuant to clause 2.1, and will indemnify and hold harmless GM and GM Affiliates against any breach of such obligations by Delphi or a Delphi Affiliate.
- 2.6 GM will fulfill (and cause GM Affiliates to fulfill) all obligations imposed on GM or GM Affiliates by agreements to which Delphi or Delphi Affiliates are included pursuant to clause 2.1, and will indemnify and hold harmless Delphi and Delphi Affiliates against any breach of such obligations by GM or a GM Affiliate.

3 - Sublicenses to Delphi

- 3.1 GM hereby grants (and will cause GM Affiliates to grant) a sublicense to Delphi, together with the right to further sublicense Delphi Affiliates and others, under IP Agreements with others, for technology and intellectual property owned by others to the extent GM and GM Affiliates have the right to do so without further payment obligation. At Delphi's request, and to the extent it has the right to do so without further payment obligation, GM will provide (or cause a GM Affiliate to provide) such technology to Delphi and Designated Delphi Affiliates. In each case, GM or the GM Affiliate will permit Delphi or a Delphi Affiliate to make any payment necessary for GM or the GM Affiliate to grant such a sublicense or provide such technology to Delphi and Designated Delphi Affiliates.
- 3.2 Schedule D lists IP Agreements with others under which GM or a GM Affiliate has the right to sublicense Delphi or a Delphi Affiliate. The parties recognize schedule D may not be complete.
- 3.3 Delphi will fulfill (and cause Delphi Affiliates to fulfill) all obligations imposed on Delphi or Delphi Affiliates by the sublicenses granted pursuant to clause 3.1, and will indemnify and hold harmless GM and GM Affiliates against any breach of such obligations by Delphi or a Delphi Affiliate.
- 3.4 GM will fulfill (and cause GM Affiliates to fulfill) all obligations imposed on GM or GM Affiliates by the agreements referred to in clause 3.1, and will indemnify and hold harmless Delphi and Delphi Affiliates against any breach of such obligations by GM or a GM Affiliate.

4 - Other provisions

4.1 Term

This agreement will remain in effect until all rights and obligations have expired.

4.2 Notices

All notices or other communications relating to this agreement must be written, and will be deemed to have been properly given when delivered in person, received by facsimile, or delivered by registered or certified mail as shown by a return receipt. Such notices or other communications must be addressed as follows:

If to GM: General Motors Corporation  
Legal Staff  
P.O. Box 33114  
Detroit MI 48232

Attention: Patent Counsel  
Facsimile: 313-974-1374

If to Delphi: Delphi Technologies, Inc.  
Legal Staff  
P.O. Box 33114  
Detroit MI 48232

Attention: Patent Counsel  
Facsimile: 313-974-0593

Either party may change its address by notice to the other.

#### 4.3 Disputes

The parties will use all reasonable efforts to resolve any dispute arising from or in connection with this agreement, and to that end will refer any such dispute to the GM and Delphi Automotive Systems Corporation vice presidents responsible for engineering matters. If a dispute is not resolved in that manner, then the dispute resolution provisions of the Master Separation Agreement between GM and Delphi Automotive Systems Corporation will apply.

#### 4.4 Sublicenses

Either party may sublicense its rights under this agreement to the successors to the portions of its business or its Affiliate's business to which such rights relate, provided such sublicense is limited to continuation of such portion of such business and does not extend to other activities of the successor in interest or to new activities beyond the scope of such portion of such business.

#### 5 - Definitions

"Control" of an organization means direct or indirect possession of the power to direct or cause direction of the management of the policies of the organization, whether through the ownership of voting securities, by contract or otherwise. "Controlling" and "Controlled" have the corollary meanings ascribed thereto.

"Delphi Affiliate" means an organization directly or indirectly Controlling, Controlled by, or under common Control with Delphi at any time.

"Delphi Business Sector" means domestic and foreign operations of the Delphi Automotive Systems business sector of GM, and its predecessor organizations. The Delphi Business Sector is the predecessor of Delphi Automotive Systems Corporation and its subsidiaries.

"Delphi Copyright" means a copyright or semiconductor chip mask work right assigned to Delphi pursuant to the Intellectual Property Transfer Agreement executed herewith between the parties.

"Delphi IP Agreement" means an IP Agreement entered by GM or a GM Affiliate and established primarily for the benefit of the Delphi Business Sector.

"Designated Delphi Affiliate" means a Delphi Affiliate designated by Delphi at any time.

"Designated GM Affiliate" means a GM Affiliate designated by GM at any time.

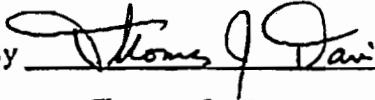
"Effective Date" means 1 January 1999.

"GM Affiliate" means an organization directly or indirectly Controlled by GM at any time, but excluding Delphi Automotive Systems Corporation and its subsidiaries.

"IP Agreement" means an agreement entered into prior to the Effective Date which provides for rights in technology or intellectual property.

The parties have signed two copies of this agreement as of the Effective Date.

GENERAL MOTORS CORPORATION      DELPHI TECHNOLOGIES, INC.

By   
Name Thomas J. Davis  
Title Vice President and Group Executive

By   
Name Andrew Brown, Jr.  
Title President

Schedules

- A Delphi IP Agreements
  - A1 Delphi Chassis Systems
  - A2 Delphi Delco Electronics Systems
  - A3.1 Delphi Energy & Engine Management Systems - Flint/Rochester
  - A3.2 Delphi Energy & Engine Management Systems - Anderson
  - A4 Delphi Harrison Thermal Systems
  - A5 Delphi Interior Systems
  - A6 Delphi Packard Electric Systems
  - A7 Delphi Saginaw Steering Systems
- B Delphi Copyright agreements
- C Shared agreements
- D Sublicensed agreements

**Schedule A - Delphi IP Agreements**

(20 pages attached)

**DELPHI CHASSIS TECHNOLOGY AGREEMENTS**

	COMPANY	SUBJECT	EFFECT	
1	Minnesota Mining and Manufacturing (3M)	License: USPN 4639392	4 Nov 95	S
2	Aisin Chemical Co.	Tech. License re friction disks		S
3	Akebono	Technology to Delphi		
4	Akebono	Tech. License re caliper w/park brake		S
5	Akebono	License to China Bonding Equipment	negotiating	S
6	Akebono	Tech Assist w/Ambrake		S
7	Ambrake	Tech. License re disk brake asm		S
8	Aralmex	Tech. License and Assist re shock absorbers		S
9	ATRO	Tech. License re Litecast	negotiating	
10	Bendix Mintex	Non-disclosure		
11	Benteler	Collaboration re Delta rear axle asm.	negotiating	
12	Bosch	Tech. Exchange & Supply re Bosch ABS modulator, Delphi-C algorithm & DE controller		
13	Chrysler	Engine Mount, Hybrid Engine	negotiating	
14	Citroen	Non-analysis, six months 1995		
15	Continental Tire	Development re sidewall torsion sensor	negotiating	
16	Daewoo Automotive Components (DAC)	Engineering services		S/F
17	Daewoo Automotive Components (DAC)	Tech License re brake apply system	negotiating	S/F
18	Daewoo Automotive Components (DAC)	Tech License		S/F
19	Daewoo Automotive Components (DAC)	Tech License re Gen III bearings	negotiating	S/F
20	Daewoo Automotive Components (DAC)	Tech License re rear hubs, drums & rotor	8 Nov 94	S/F
21	Daewoo Automotive Components (DAC)	ABS VI	18 Jun 98	S/F
22	Daewoo Automotive Components (DAC)	Brake components (GM France)		S/F
23	de Carbon	Non-disclosure re Liteflex leaf spring tech.	negotiating	
24	de Carbon	License re Liteflex leaf spring tech.		S/F
25	de Carbon	Tech. & Service re monotube		S

	COMPANY	SUBJECT	EFFECT	
		dampers		
26	Delco Chassis NSK do Brasil	License re Gen III wheel bearings		S/F
27	Delphi Chassis Systems USA	License from de Carbon re monotube dampers		S/F
28	Dow Chemical	Non-analysis (exp)	20 Nov 97	
29	DSSCSC	Opel brake drum manufacture		S/F
30	DuPont	Joint development re Neoprene engine mount		
31	DuPont	Non-disclosure (exp)		
32	Environmental Research Institute of Michigan (ERIM)	Provide brake, roll & vehicle damping systems for Variable Dynamic Testbed Vehicle	18 Apr 97	
33	FASA Krosno	Tech License	negotiating	
34	FAG	Sale of strut bearing business to FAG		
35	FORUM	Tech License re boosters, master cylinders & wheel brakes		F/S
36	Inorganic Recycling	Master agt for asbestos treatment		
37	ITT – Teves	License re brake components to GM France		
38	ITT – Teves	Working agreement		
39	Link Engineering	License re accelerator asm	21 Jun 85	
40	Link Engineering	License re brake pedal force – decel instrumentation	4 Jun 84	S
41	Lucas	License re brake components to GM France		
42	Lucas Varity	Brake license	negotiating	
43	Mercedes	Mutual Non-disclosure re modules		
44	MTS Systems	Demo Agt for height sensor test & evaluation	25 Nov 97	
45	National Center for Manufacturing Sciences	Membership in consortium	16 Dec 97	
46	Noise Cancellation Technologies	Joint development re engine mounts		
47	PBR Automotive	Patent License & Tech Assist		F
48	PBR Automotive	Partial re-negotiation of Tech Assist re Banksia		F
49	PBR Automotive USA	License & Tech Assist re brakes		F
50	PBR Automotive	License & Tech re brakes		F

	COMPANY	SUBJECT	EFFECT	
51	Shanghai Automotive Brake Systems	Tech License re brake calipers	23 May 97	F/S
52	Shanghai Automotive Brake Systems	Tech License re brake controls	22 Jul 97	F/S
53	Shanghai General Motors Corp.	Technical Assist	1 Jan 98	F
54	Shanghai General Motors Corp.	Non-disclosure	1 Jan 98	F
55	Shanghai Huizhong Automotive Manufacturing Co.	Tech Assist	8 Oct 97	F/S
56	TEBO, S.A.	Supply of brake parts	29 Oct 86	F/S
57	Tianjin Delphi Suspension Systems Co.	Tech Assist		F
58	Tianjin Delphi Suspension Systems Co.	Tech License re strut & damper manufacture	negotiating	F/S
59	Toyota	Non-disk wheel bearings		
60	Union Carbide	Brake fluid	16 Aug 94	
61	Union Carbide	Brake fluid	9 Sep 96	
62	University of Dayton – Rapid Prototyping Consortium	Membership		
63	Volvo	Non-disclosure re modules		
64	Xerox	Non-disclosure re distributed filament		
65	Xerox	Non-disclosure re PSI surge control	25 Apr 95	
66	Zhejiang Delphi Asia-Pacific Brake Co.	Tech License & Assist		F/S

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<b>Company</b>	<b>Agreement Date</b>
American Telephone and Telegraph Company	1/12/83
Bix Manufacturing Company	6/4/93
Bose Corporation	8/29/81
Hitachi, Ltd.	8/29/83
Kent State University	3/26/90
Motorola	2/9/87
Motorola	12/17/81
Motorola	12/22/81
Motorola	7/26/77
Motorola	8/30/77
Motorola	9/11/84
Motorola	9/11/84
National Semiconductor Corporation	5/29/81
National Semiconductor Corporation	6/30/86
National Semiconductor Corporation	12/4/89
N.V. Philips' Gloeilampenfabrieken	6/30/81
Philips Export B.V.	1/17/84

Company	Effective
AC Delco Systems Australia Ltd., ClaytonSouth, Victoria, Australia	1-Jan-94
AC Rochester Austria Ges.m.b.H.	
AC Rochester Oversees Corporation, Delaware	
AC Rochester Oversees Corporation, UK	1-Jan-92
AC Rochester Oversees Corporation, UK	1-Apr-93
<u>Air Cleaner Technical Service</u>	<u>1-Jul-85</u>
Allison Engine Company, Indianapolis, Indiana	3-Feb-94
Asec	27-Oct-97
Atlantic Richfield Company ("ARCO"), a Delaware corporation	?/?/98
Avtovazimport of Volga automobile Associated Works, USSR	7-Jun-90
AVL, Australia - Haus-List-Platz 1, A-8020 Graz	24-Jun-98
Avtolada, Togliatti, USSR (VAZ, AutoVAZ)	7-Jun-90
Battelle Memorial Institute, Pacific Northwest Laboratories 902 Battelle BLVD, PO Box 999, Richland WA 99352	27-Mar-98
Battelle Memorial Institute, Pacific Northwest Laboratories 902 Battelle BLVD, PO Box 999, Richland WA 99352	18-Jun-98
Battelle Memorial Institute, Pacific Northwest Laboratories 902 Battelle BLVD, PO Box 999, Richland WA 99352	2-Jun-98
Battelle Memorial Institute, Pacific Northwest Laboratories 902 Battelle BLVD, PO Box 999, Richland WA 99352	11-Feb-98
Battelle Memorial Institute, Pacific Northwest Laboratories 902 Battelle BLVD, PO Box 999, Richland WA 99352	11-Feb-98
Battelle Memorial Institute, Pacific Northwest Laboratories 902 Battelle BLVD, PO Box 999, Richland WA 99352	5-Aug-97
Battelle Memorial Institute, Pacific Northwest Laboratories 902 Battelle BLVD, PO Box 999, Richland WA 99352	12-Nov-97
Battelle Memorial Institute, Pacific Northwest Laboratories 902 Battelle BLVD, PO Box 999, Richland WA 99352	22-Jul-98
Beijing Wanyu GM Automotive Electronic Control Co.	
BMW (Bayerische Motoren Werke Aktiengesellschaft), D-80788 Munchen, Germany	9-Feb-98
BMW (Bayerische Motoren Werke Aktiengesellschaft), D-80788 Munchen, Germany	15-May-97
BMW (Bayerische Motoren Werke Aktiengesellschaft), D-80788 Munchen, Germany	1-May-97
BMW (Bayerische Motoren Werke Aktiengesellschaft), D-80788 Munchen, Germany	13-Mar-96
BMW (Bayerische Motoren Werke Aktiengesellschaft), D-80788 Munchen, Germany	9-Dec-94
BMW (Bayerische Motoren Werke Aktiengesellschaft), Petuelring 130, 80788 Munchen, Germany	9-Jan-96
BMW (Bayerische Motoren Werke Aktiengesellschaft), Petuelring 130, 80788 Munchen, Germany	12-Mar-97
BMW (Bayerische Motoren Werke Aktiengesellschaft), Petuelring 130, 80788 Munchen, Germany	9-Dec-94
Bosch GMBH, Robert Bosch GMBH, Robert	7-Apr-88
<u>Bujias de Columbia</u>	
<u>Bujias Mexicanas, S. A. de C. V.</u>	<u>27-Mar-87</u>
Caterpillar Inc	4-Jan-91
Caterpillar, Inc.	27-Apr-98
Chrysler Corporation	16-Dec-96
Chrysler Corporation	8-Nov-96
C-MAC	23-Jan-97
Coltec Industries, Inc., acting through its Holley Performance Products Division	22-May-95
Daewoo Automotive Components, Ltd	11-Oct-95
Daewoo Automotive Components, Ltd	5/18/98

## Delphi-E Study-Contracts

Page 2

Company	Effective
Daewoo Automotive Components, Ltd	(1) 4/27/94 (motors), (2) 6/28/94 (ICE-4), (3) 6/28/94 (alternators), (4) 6/28/94 (distributors), (5) 6/28/94 (HEI coils)
Delco Remi - Componentes Electronicos, LDA, Portugal	
Delkor (JV in Seoul, Korea, 50% owned by	4-Dec-85
Delphi Automotive Systems Australia Ltd	1-Jun-94
Delphi Automotive Systems France, Gennevilliers, France	1-Jan-96
Delphi Automotive Systems India Private Limited, B-92, Himalaya House, 23-Kasturba Gandhi Marg, New Delhi 110001, India	15-Apr-95
Delphi Automotive Systems Luxembourg S. A.	
Delphi Automotive Systems of General Motors do Brasil Ltda, through Delphi Energy and Engine Management Division	1-Jan-96
Delphi Automotive Systems Vienna GmbH	
Delphi Energy and Engine Management Systems (M) Sdn Bhd	4-Nov-94
Delta Motor Corporation	14-Jan-91
Detroit Diesel Corporation	19-Mar-96
Dysekompagniet I/S	25-Apr-95
Edison Welding Institute	18-Oct-85
Empresas "Ca-Le" de Tlaxcala, S.A. de C. V., Mexico	1-Jan-96
Engelhard Corp., Menlo Park, CN 40, Edison, New Jersey 07018	7-Jul-92
Equal flow Inc, 694 Prairie, Glen Ellyn, IL 60137	1-Jul-96
Eveready Battery Company, Inc 25225 Detroit Rd, PO Box 45145, Westlake, Ohio 44145	31-Oct-94
Exacto Spring Corp., Perfection Spring & Stamping Corp.	18-Sep-98
Exxon Research and Engineering Company (and affiliated Samia Research laboratories)	25-Sep-98
Ferro Corporation of Cleveland Ohio	15-Feb-96
Ferro Corporation, Cleveland, Ohio	26-May-95
Ficht GmbH	1-Feb-96
Ficht GmbH & Co. KG, Spannleitenberg 1, D- A5614 Kirchseeon, Germany	2-Dec-96
Flowform Ltd	17-Aug-92
Ford Motor Company (Automotive Components Division)	13-Dec-94
General Motors Austria Gesellschaft m.b.H.	11-Oct-88
General Motors France	1-Jan-82
General Motors France	1-Jan-91
General Motors France, Gennevilliers, France	1-Jan-92
General Motors France, Gennevilliers, France	1-Jan-92
General Motors France, Gennevilliers, France	1-Jan-93
Gerald Metals Inc. 6 High Ridge Park, Stamford, CT 06905	25-Feb-97
Hitachi, Ltd., through Hitachi Automotive Products Division, 6 Surugadai 4-chome, Chiyoda-ku, Tokyo, Japan	11-Sep-98
Hitachi, Ltd., through Hitachi Automotive Products Division, 6 Surugadai 4-chome, Chiyoda-ku, Tokyo, Japan	8-Apr-98
Holden's Engine Company, 600 Lorimer Street, Port Melbourne 3207, Victoria, Australia	21-Jun-95
Honda R&D Company, Ltd.	16-Mar-98
Honda R&D Company, Ltd.	1-Aug-94
Hubei Auto Motor Factory and Beijing Everbright Industrial Co, Hubei Office and International Tendering Company of China National Technical Import and Export Co.	22-Apr-92
Huber Delphi Automotive Generator Co., Ltd. (IV that is 51% owned by DASC)	5-Mar-96
Industrial Technology Research Institute (ITRI), Taiwan	1-Jan-95
International Business Machines Corporation	17-Aug-95

Company	Effective
Iron Mountain (Records Management Co), and Realist Technology Limited Partnership	29-Oct-97
Isuzu	3-Jun-98
Isuzu Motors Limited	10-Dec-97
Katcon, S.A. de C.V.	23-Jul-93
Keene, Christopher M., 32 Grosvenor Rd., Waltham, MA 02154	20-May-95
Lawrence Livermore National Lab	19-Sep-97
Lockheed Martin Energy Systems, Inc., P.O. Box 2009, Oak Ridge, Tennessee 37831-8242	2-Feb-98
Lockheed Martin Energy Systems, Inc., P.O. Box 2009, Oak Ridge, Tennessee 37831-8242	16-Dec-97
Lockheed Martin Idaho Technologies Company	1-Feb-97
<i>Lockheed Martin Idaho Technologies Company</i>	<i>15-Dec-97</i>
Lotus Engineering	17-Mar-98
Mannai Corporation, Ltd., P.O. Box 76, Doha, Qatar, Arabian Gulf	7-Aug-90
Marlin Marietta Energy Systems, Inc. CRADA No. Y-1293-0193	29-Oct-93
Mechadyne International, Ltd	3-Jun-98
Metreon Hiram Ohio & GM Power Train	1-Mar-96
<i>Michigan State University</i>	<i>6-May-98</i>
Middle East Battery Company	20-Dec-95
Navistar International Transportation Corp., 455 North Cityfront Plaza Drive, Chicago, IL 60611	16-Apr-97
NGK Insulators, Ltd.	31-Oct-90
NGK Lock, Inc. 1000 Town Center, Suite 1650, Southfield, MI 48075	28-Sep-92
<i>Onan Corporation</i>	<i>??</i>
Pechiney Recherche Balzac Bldg-10, place das Vosges, La Defense 5, Courbevoie - Cedex 68, 92048 Paris, France	15-Apr-98
Pierburg G.m.b.H., Alfred-Pierburg-Strasse 1, D 41456 Neuss, Germany	22-Jan-96
Pierburg GmbH Germany	20-Jun-94
Pierburg GmbH Germany	20-Jun-94
Porsche, GM Luxembourg Operations S.A. and AC Rochester Division of GMC	17-Dec-92
Pridco L.P., Arlington, Virginia	22-Dec-94
Pridco L.P., Arlington, Virginia	9-Aug-96
Realist Technology Limited (Applied Ceramics), 5555 Pleasantdale Road, Doraville, GA 303340	3-Nov-97
Realist Technology Limited, 5555 Pleasantdale Road, Doraville, GA 303340	3-Nov-97
Realist Technology Limited, 5555 Pleasantdale Road, Doraville, GA 303340	3-Nov-97
Realist Technology Limited, 5555 Pleasantdale Road, Doraville, GA 303340	3-Nov-97
Realist Technology Limited, 5555 Pleasantdale Road, Doraville, GA 303340	3-Nov-97
Realist Technology Limited, 5555 Pleasantdale Road, Doraville, GA 303340	3-Nov-97
Rexan Custom, Ferro	8-Feb-96
Sandia Corporation,	3-Apr-98
Sandia Corporation, CRADA No. SC92/01143	9-Feb-93
Sandia Corporation, Regents of the University of California	27-Jan-95
Sandia Corporation, Regents of the University of California	16-Dec-96
Sandia National Laboratories User Facility Agreement No. 5989 1410	18-Apr-96
Sanyco	
Sengton Transportation Implementation Co.	21-Jan-97
Shanghai Delco International Battery Co. Ltd	0/0/1995
Shelby American, Inc.	17-Jul-97
Sistema de Frenos, S.A., Av. Iquitos 4808 La Victoria, Apartado Postal 2173, Lima, Peru	23-Jun-89
<i>Sistemas Electricos S. A. de C. V.</i>	
<i>Sistemas Electricos y Conmutadores, S. A. de C. V.</i>	
Sistemas Y Componentes Electricos, S.A. de C.V., San Luis Potosi, Mexico	29-Jun-91
<i>Stirling Thermal Motors, Inc.</i>	<i>August, 1993?</i>

Company	Effective
Systemas Electricos Y Comutadores S.A. de C.V. Chihuahua, Mexico	2-Jan-80
Taiwan	1-Apr-98
Tawas Industries	11-Nov-93
Tecumseh Products Company	23-Jun-94
Teknekron Sensor Development Corporation	19-Oct-92
UBE Industries	17-Nov-86
University of California, Los Alamos National Laboratory, PO Box 1663 MS K571, Los Alamos, NM 87545	13-Apr-95
Wesley Industries Inc 1825 S. Woodward Ave Suite 205, Bloomfield Hills, MI 48302	10-Feb-97
Whitehead Engineered Products, Inc., 45 Gracey Avenue, Meriden, Connecticut 06450	30-Aug-91
Worden, Mr. Gary, represented by Kurt Grossman, Wood, Heron & Evans, LLP, 2700 Carew Tower, 441 Vine Street, Cincinnati, OH	19-Sep-97
Zhuzhou Spark Plug Plant China National Constructional & Agricultural Machinery Import and Export Corporation	22-Jun-92

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Agreements

10/30/98

Page 1

Company	Effective
AeroVironment Inc	26-Aug-96
Ajax Magnethermic	13-Apr-94
Bolder Technologies	1-Jul-98
Ceracon Inc.	15-Oct-91
Daewoo Automotive Components Ltd.	28-Jun-94
Delco Remi - Industria (Portugal)	1-Jan-95
Delco Remy America	14-Jul-94
DOE/MRI - Chrysler	1-Jun-96
Ecoair Corp	17-May-94
Electrosource Inc; Tracor Inc	11-Feb-91
Empresas Ca-Le de Tlaxcala SA de CV	12-Dec-96
Forge performance Products, Inc.	2-Mar-94
Front Edge Technology	11-Dec-95
General Motors do Brasil	1-Jan-96
General Motors France	1-Jan-92
Honda R & D North America Inc	1-Apr-94
Hubei Auto Motor Factory; Beijing Everbright Industrial Co.; International Tendering Co of China	22-Jan-92
Kimberly-Clark Corp	13-Mar-79
Lord Corporation; Universal Toll & Engineering Co.	28-Aug-91
Magnavox Government and Electronics Co.; (North American Phillips Corporation - Successor)	31-Dec-90
Shanghai Delco International Battery Co Ltd	
Siemens AG	24-Aug-94
Sistemas y Componentes Electricos SAdCV; Grupo Corporativo Internacional	27-Jun-91
Standard Industries	28-Jul-89
Sterling Thermal Motor	1-Apr-95
Valence - Nevada	15-Sep-94

Company	Effective
Advanced Casting Technologies	24 NO 97
AFPS	
Allied Signal	
Alma Products	10 DE 90
Armas	30 SE 93
Calsonic Harrison Corp.	11 JL 86
Calsonic Harrison Corp.	JL 95
Calsonic Harrison Corp.	Not signed yet
Calsonic Harrison Corp.	Not signed yet
Calsonic Calsonic	25 OC 94
Cambric Graphics	
DAC, CNTIC	21 AP 93
DAC	26 FE 93
DAC	28 DE 95
DAC	13 MR 97
DAC	02 DE 97
DAC	18-Jan-98
DAC	13 NO 97
DELFA	20 JA 93
DELFA	28 OC 97
DHTS do Brasil Ltd.	26 AP 96
Diavia	18 DE 96
Donchery	22 DE 93
EL Teriak	02 FE 96
FAACA	19 OC 92
FAACA	01 OC 95
Four Seasons	24 NO 97
HALLA	17 AP 97
Honda of America	

**Interpartes**

De  
Durango 04 SE 90  
Kaiser 08 SE 95  
Kaiser  
Aluminum 27 JA 96  
Kale Oto  
Radyator 24 MR 97  
Ostrow 20 MY 97

P.T.

Selamat  
Sempurna AP 96

**Radiadores**

Richard 01 FE 96

**company Effective**

**Radiadores**

Richard 01 FE 96

**Radiadores**

Richard 01 FE 96

**Radiadores**

Richard 01 FE 96

RANCO 14 AU 95

**Reynolds**

**Metal**

**Reynolds**

**Metals**

SDAAS 27FE98

SAPF

Shanghai

EK Chor 10 JN 97

TAIGENE 25 OC 93

Toyota

U. of Illinois

U. of

Maryland

U.B.

U. Dayton

Research

Inst.

K5

## DELPHI INTERIOR TECHNOLOGY AGREEMENTS

THIRD PARTY	EFFECTIVE DATE
AEGIS/Talley Defense Systems	17-Jun-97
Aladdin Industries Inc.	13-Dec-96
Audi AG – Nondisclosure	12-Feb-96 and Approx. 16-May-97
Autoflug GmbH	2-Mar-82
Autoliv	18-Jan-96
Automated Solutions Inc.	21-Feb-97
Battelle Memorial Institute	11-Jan-85
Boston University	19-May-97
Brose – Germany	13-May-86 and 28-Jul-87
Brose – Germany	4-Aug-80
Capro, Inc.	6-Mar-98
Cinpres	26-Jun-98 and 15-Apr-91
Colamco, Inc.	Approx. 2/85
Daewoo Automotive Components Ltd.	21-Dec-94
Deneb Robotics/U.S. Army TACOM	Approx. 8/96
Dow Chemical	22-Sep-93 & 23-Feb-90 & 31 May-90
European Components Corp	Unknown
European Components Corp/Takata	4-Oct-88
Fast 4M/Time Engineering Services	15-Jun-98
Ford Motor & Delco - Nondisclosure for Safety & Power Products	Negot. Ongoing
FSO Motor Car Company	28-Jul-94
Georgia Tech Research Corp.	29-Jan-98
Georgia Tech Research Corp.	12-Mar-98 & <del>2-Nov-98</del>
Global Manufacturing Solutions, Inc.	20-Dec-98
Globe Motors	10-Dec-97

## DELPHI INTERIOR TECHNOLOGY AGREEMENTS

Honda R&D Co.	11-Jul-94
HRL Laboratories/ISX Corporation	23-Jun-97 and 18-Apr-98
Hyundai	1-Aug-97
KDS Company, Ltd.- Korea	11-Sep-95
Keikert – Germany	28-Nov-83
L'Equipe Monteur S.A. - Uruguay/Argentina	15-Jul-96
Mark Gears and Systems, Inc.	5-Feb-96
Mayco Plastics	1-Oct-91
Mercedes	28-Nov-96
Meritor Light Vehicle Systems, Inc.	4-Aug-98
Modeling and Optimization Consulting, Inc./Floudas	4-May-98
Muth Wood-Stock	24-Nov-86
Neaton Auto Products Manufacturing	29-Jan-96
OEA, Inc.	18-Jan-94 and 18-Jan-95
Ohio University	01-Jan-95
Omega Company, Inc.	6-Feb-98
Orthopedic Biomedical Institute - refer to PO#FDS-50604	21-Jan-97
Princeton University - refer to PO#FDS-50237	Approx. 12-Feb-97
Rover Group Limited	2-Feb-97
Samsung Electro-Mechanics Co. Ltd.	12-Jan-98 and 13-Jan-98
Samsung Electro-Mechanics Co. Ltd.	12-Sep-95
Sensotech	9-Jun-98 and 15-Jun-97
Simula Automotive Safety Devices, Inc.	18-Apr-98
Sung San Company, Ltd.	22-Apr-86 and 14-Sep-92
Takata	1-Sep-95
3-D Systems, Inc.	13-Oct-87

## DELPHI INTERIOR TECHNOLOGY AGREEMENTS

Toyota Motor Co.- Power Slide Door	27-Nov-97
Toyota Motor Co.	18-Oct-95
Toyota Motor Company	2-Mar-98
Toyota Motor Corporation	18-Jul-95 and 27-Aug-98
Toyota Motor/Johnson Controls/Trim Masters	4-Mar-96
TRW Vehicle Safety Systems	22-Mar-96
Tsinghua University	28-Aug-97
Univ. of Detroit Mercy	18-May-96 and 17-Dec-97
University of Oklahoma	Approx. 14-Aug-92

Recherches Générali

DELPHI PACKARD ELECTRIC TECHNOLOGY AGREEMENTS

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RC-Properties Content

DELMONICA PACKARD ELECTRIC TECHNOLOGY AGREEMENTS

Confidential Information

Confidential Information

DELPHI PACKARD ELECTRIC TECHNOLOGY AGREEMENTS

FC-Registers Content

• Incomes distributed only will be recorded in next future.

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Sheet1

Ref.	#	Company	Effective Date
1	DHB - Components	Automotivos S.A.	05AU98
2	JKC Ltd.		10SE97
3	JKC Ltd.		10SE97
4	Delphi Saginaw NSK Co. Ltd.		18MR97
5	Daewoo Automotive Components Ltd.		01OC96
6	Daewoo Automotive Components Ltd.		01OC96
7	Saginaw Norinco Lingyun Drive Shaft Ltd.		13NO95
8	Saginaw - Zhijiang Xiao Shan Steering Gear, Ltd.		22JN96
9	China Aero Technology Import & Export Beijing Co. and Yubel machine Factory		02MR94
10	Shanghai Saginaw Dongfeng Steering Gear Ltd.		06JN96
11	Shanghai Saginaw Dongfeng Steering Gear Ltd.		06JN96
12	Saginaw Norinco Lingyun Drive Shaft Ltd.		06DE95
13	Saginaw - Zhijiang Xiao Shan Steering Gear, Ltd.		22JN96
14	Koyo Seiko		01SE95
15	Sanyco Industry Co. Ltd.		17SE96
16	Sanyco Industry Co. Ltd.		
17	DHMS (Daewoo Components)		01AP87
18	Daewoo Automotive Components Ltd.		01JA93
19	Compania Nacional De Direcciones Automotrices, S.A. DE C.V. (Condasa)		29OC86

Sheet2

Ref.	Company	Effective Date
#		
10/6/98		
D L ELLIS		
1	Sandia National Laboratories	9/7/93
2	Ohio State University	8/1/94
3	Pacific Northwest Laboratories	
4	Martin Marietta Energy Systems, Inc.	1/29/92
5	National Center for Manufacturing Sciences	1/1/92
6	Thompson Ball Screw	20JU98

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Ref.	#	Company	Effective Date	
	1	Mecaplast		
	2	Univ of Texas		
	3	NCMS	Jun-92	
	4	NCMS	Nov-92	
	5	Industry Refractory	Jan-92	
	6	CONTECH	Apr-98	
	7	University of Glasgow	15JN97	
	8	Toyota	Sep-97	
	9	Delphi Auto. Sys Private Limited with General Motors	Dec-96	
	10	Delphi Auto Sys Private Limited with General Motors	Oct-96	
	11	GM France with Saginaw Division	Dec-92	
	12	Saginaw Deutschland with Saginaw Division	Apr-93	
	13	Saginaw Deutschland with saginaw Division	1-Dec-92	
	14	Saginaw Deutschland with Saginaw Division	1-Mar-93	
	15	Gm with Delphi India on various products	1-Jun-97	
	16	GM and Delphi Shanghai	1-Sep-97	
	17	DOE CRADA Batelle # 046	1-Jun-94	
	18	DOE CRADA Oak Ridge # 92-0076	1-Mar-92	
	19	Buckeye Custom Products	1-Jan-89	
	20	Magnetolastic Devices INC.	Dec-92	
				various

**Schedule B - Delphi Copyright agreements**

none identified

**Schedule C – Shared agreements**

Robert Bosch GmbH and Robert Bosch Corporation - April 1992 Technology Exchange/Development Agreement

National Center for Manufacturing Sciences et al - 1992 Project Agreement 170-052-92031, as amended

**Schedule D - Sublicensed agreements**

Automotive Polymer-Based Composites Joint Research and Development Partnership - 1988 Partnership Agreement

Crash Avoidance Metrics Partnership - November 1995 Partnership Agreement

Electrical Wiring Component Applications Partnership - April 1994 Partnership Agreement

Environmental Sciences Research and Development Partnership - 21 March 1991 Partnership Agreement

Low Emission Paint Research and Development Partnership - 9 February 1993 Partnership Agreement

Kelsey-Hayes Company - 1 August 1987 4WAL Supply Agreement, as amended

Kelsey-Hayes Company - 1 August 1987 RWAL Supply Agreement, as amended

Lear Corporation - 31 August 1998 Intellectual Property License Agreement

Lemelson - 22 May 1998 Settlement Agreement

Lightsource Parent Corporation and PEP Guide, LLC - 30 October 1998 Intellectual Property License Agreement

Low Emissions Technologies Research and Development Partnership - 8 June 1992 Partnership Agreement, as amended

Midwest Research Institute - 30 September 1993 Definitized Subcontract No. ZCB-3-13032-01, as amended

Natural Gas Vehicle Technology Partnership - Partnership Agreement

Sandia National Laboratory - Cooperative Research and Development Agreements 92/1133 and 96/1422

Shanghai General Motors Corporation Limited - 25 March 1997 Technology License Agreement

Supercomputer Automotive Applications Partnership - 1993 Partnership Agreement

**Schedule D - Sublicensed agreements - continued**

United States Advanced Battery Consortium - 30 January 1991 Partnership Agreement, as amended

United States Automotive Manufacturers Crash Test Dummy Consortium - 30 June 1992 Partnership Agreement

United States Automotive Materials Partnership - 21 April 1993 Partnership Agreement

Vehicle Recycling Partnership - September 1991 Partnership Agreement

**Exhibit 5.01(a)(x)**  
**Intellectual Property License Agreement,**  
**dated as of December 4, 1998, between DTI and GM**

Exhibit G-2

4 December 1998

GM - DELPHI  
INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement is between General Motors Corporation ("GM") and Delphi Technologies, Inc. ("Delphi").

The parties enter this agreement to establish licenses in intellectual property owned by GM prior to the separation of Delphi from GM.

Capitalized terms are defined in section 5.

1 - Patents

The licenses granted in this section 1 are subject to the restrictions set forth in the Technology Transfer Agreement executed herewith between the parties, and to rights granted to others prior to the Effective Date, and are effective as of the Effective Date.

1.1 Delphi patent license to GM

(a) Delphi hereby grants (and will cause Delphi Affiliates to grant) to GM a non-exclusive, world-wide, irrevocable license (including the right to grant sublicenses to GM Affiliates) under Delphi Patents to make, have made, use, have used, offer to sell, sell and import products, processes and services.

(b) However, Delphi and Delphi Affiliates reserve the right to collect reasonable royalties/damages from suppliers to GM and GM Affiliates under Delphi Current Component Patents in those situations where:

- GM or a Designated GM Affiliate has not committed prior to the Effective Date to a particular supplier for a product or process covered by a Delphi Current Component Patent,

- GM or a Designated GM Affiliate has not later entered a further contract with that supplier for that product or a replacement for that product covered by the same patent and not requiring substantial new tooling design,

- GM or a Designated GM Affiliate has not later entered a further contract with that supplier for that process or a replacement of that process covered by the same patent that does not incorporate any substantial change in the process,

- collection of such reasonable royalties/damages is not inconsistent with any supply terms or conditions agreed to by GM or a Designated GM Affiliate and a supplier prior to the Effective Date, and

- GM and Delphi or the Delphi Business Sector have not otherwise agreed in any prior or subsequent written agreements.

(c) Nothing in this clause 1.1 will preclude Delphi from collecting royalties from Delphi Affiliates on sales under Delphi Patents to GM and GM Affiliates.

#### 1.2 GM patent license to Delphi

(a) GM hereby grants (and will cause GM Affiliates to grant) to Delphi a non-exclusive, world-wide, irrevocable license (including the right to grant sublicenses to Delphi Affiliates) under GM Patents to make, have made, use, have used, offer to sell, sell and import products, processes and services.

(b) However, GM and GM Affiliates reserve the right to collect reasonable royalties/damages from suppliers to Delphi and Delphi Affiliates under GM Patents in those situations where:

- the Delphi Business Sector has not committed prior to the Effective Date to a particular supplier for a product or process covered by a GM Patent,

- Delphi or a Designated Delphi Affiliate has not later entered a further contract with that supplier for that product or a replacement for that product covered by the same patent and not requiring substantial new tooling design,

- Delphi or a Designated Delphi Affiliate has not later entered a further contract with that supplier for that process or a replacement of that process covered by the same patent that does not incorporate any substantial change in the process,

- collection of such reasonable royalties/damages is not inconsistent with any supply terms or conditions agreed to by the Delphi Business Sector and a supplier prior to the Effective Date, and

- GM and Delphi or the Delphi Business Sector have not otherwise agreed in any prior or subsequent written agreements.

#### 1.3 Additional licenses

(a) If Delphi is assigned an interest in a Patent pursuant to clause 1.4(a) of the Intellectual Property Transfer Agreement executed herewith between the parties, Delphi will grant to GM a non-exclusive, world-wide, fully paid, irrevocable

license (including the right to grant sublicenses to GM Affiliates) to make, have made, use, have used, offer to sell, sell and import products, processes and services under the Patent.

(b) If GM is assigned an interest of a Patent pursuant to clause 1.4(b) of the Intellectual Property Transfer Agreement executed herewith between the parties, GM will grant to Delphi a non-exclusive, world-wide, fully paid, irrevocable license (including the right to grant sublicenses to Delphi Affiliates) to make, have made, use, have used, offer to sell, sell and import products, processes and services under the Patent.

2 - Copyrights

The licenses granted in this section 2 are subject to the restrictions set forth in the Technology Transfer Agreement executed herewith between the parties, and to rights granted to others prior to the Effective Date, and are effective as of the Effective Date.

2.1 Delphi copyright license to GM

Delphi hereby grants (and will cause Delphi Affiliates to grant) to GM a non-exclusive, world-wide, irrevocable license (including the right to grant sublicenses to GM Affiliates) under Delphi Copyrights and Delphi Affiliate Copyrights.

2.2 GM copyright license to Delphi

GM hereby grants (and will cause GM Affiliates to grant) to Delphi a non-exclusive, world-wide, irrevocable license (including the right to grant sublicenses to Delphi Affiliates) under GM Copyrights and GM Affiliate Copyrights.

3 - Equal value

An independent accounting firm has concluded that the aggregate value of licenses granted to Delphi by GM and GM Affiliates is approximately equal to the aggregate value of licenses granted to GM by Delphi and Delphi Affiliates. Accordingly, no payment by either party to the other is necessary to make such licenses of equal value, and all licenses granted in this agreement are fully paid.

4 - Other provisions

4.1 Term

This agreement will remain in effect until all rights and obligations have expired.

#### 4.2 Notices

All notices or other communications relating to this agreement must be written, and will be deemed to have been properly given when delivered in person, received by facsimile, or delivered by registered or certified mail as shown by a return receipt. Such notices or other communications must be addressed as follows:

If to GM: General Motors Corporation  
Legal Staff  
P.O. Box 33114  
Detroit MI 48232

Attention: Patent Counsel  
Facsimile: 313-974-1374

If to Delphi: Delphi Technologies, Inc.  
Legal Staff  
P.O. Box 33114  
Detroit MI 48232

Attention: Patent Counsel  
Facsimile: 313-974-0593

Either party may change its address by notice to the other.

#### 4.3 Disputes

The parties will use all reasonable efforts to resolve any dispute arising from or in connection with this agreement, and to that end will refer any such dispute to the GM and Delphi Automotive Systems Corporation vice presidents responsible for engineering matters. If a dispute is not resolved in that manner, then the dispute resolution provisions of the Master Separation Agreement between GM and Delphi Automotive Systems Corporation will apply.

#### 4.4 Sublicenses

Either party may sublicense its rights under this agreement to the successors to the portions of its business or its Affiliate's business to which such rights relate, provided such sublicense is limited to continuation of such portion of such business and does not extend to other activities of the successor in interest or to new activities beyond the scope of such portion of such business.

5 - Definitions

“Control” of an organization means direct or indirect possession of the power to direct or cause direction of the management of the policies of the organization, whether through the ownership of voting securities, by contract or otherwise. “Controlling” and “Controlled” have the corollary meanings ascribed thereto.

“Delphi Affiliate” means any organization directly or indirectly Controlling, Controlled by, or under common Control with Delphi at any time.

“Delphi Affiliate Copyright” means a copyright or semiconductor chip mask work right in which a Delphi Affiliate has an ownership interest immediately prior to the Effective Date, but excluding Delphi Restricted Technology Copyrights.

“Delphi Affiliate Patent” means a Patent in which a Delphi Affiliate has an ownership interest immediately prior to the Effective Date.

“Delphi Business Sector” means domestic and foreign operations of the Delphi Automotive Systems business sector of GM, and its predecessor organizations. The Delphi Business Sector is the predecessor to Delphi Automotive Systems Corporation and its subsidiaries.

“Delphi Copyright” means a copyright or semiconductor chip mask work right assigned to Delphi pursuant to the Intellectual Property Transfer Agreement executed herewith between the parties.

“Delphi Current Component Patent” means a Delphi Patent (a) primarily related to a component made or sold by the Delphi Business Sector prior to the Effective Date, or (b) primarily related to a component (i) involved immediately prior to the Effective Date in a Delphi Business Sector development program set forth in the attached schedule A and (ii) not involved in a GM development program immediately prior to the Effective Date that GM continues (either alone or with a supplier other than Delphi or a Delphi Affiliate) following the Effective Date.

“Delphi Patent” means a Patent assigned to Delphi pursuant to the Intellectual Property Transfer Agreement executed herewith between the parties, or a Delphi Affiliate Patent, but excluding Delphi Restricted Technology Patents.

“Delphi Restricted Technology Copyright” means a copyright or a semiconductor chip mask work right assigned to Delphi pursuant to the Intellectual Property Transfer Agreement executed herewith between the parties, and directed to a technology (i) subject to restriction and (ii) in which Delphi or a Delphi Affiliate has an ownership interest, as provided in the Technology Transfer Agreement executed herewith between the parties.

“Delphi Restricted Technology Patent” means a Patent assigned to Delphi pursuant to the Intellectual Property Transfer Agreement executed herewith between the parties, and directed to a technology (i) subject to restriction and (ii) in which Delphi or a Delphi Affiliate has an ownership interest, as provided in the Technology Transfer Agreement executed herewith between the parties.

“Designated Delphi Affiliate” means a Delphi Affiliate designated by Delphi at any time.

“Designated GM Affiliate” means a GM Affiliate designated by GM at any time.

“Effective Date” means 1 January 1999.

“GM Affiliate” means an organization directly or indirectly Controlled by GM at any time, but excluding Delphi Automotive Systems Corporation and its subsidiaries.

“GM Affiliate Copyright” means a copyright or semiconductor chip mask work right in which a GM Affiliate has an ownership interest immediately prior to the Effective Date, but excluding GM Restricted Technology Copyrights.

“GM Affiliate Patent” means a Patent in which a GM Affiliate has an ownership interest immediately prior to the Effective Date.

“GM Copyright” means a copyright or semiconductor chip mask work right in which GM has an ownership interest immediately prior to the Effective Date and not assigned to Delphi pursuant to the Intellectual Property Transfer Agreement executed herewith between the parties, but excluding GM Restricted Technology Copyrights.

“GM Patent” means a Patent in which GM or Saturn has an ownership interest immediately prior to the Effective Date and not assigned to Delphi pursuant to the Intellectual Property Transfer Agreement executed herewith between the parties, or a GM Affiliate Patent, but excluding GM Restricted Technology Patents.

“GM Restricted Technology Copyright” means a copyright or semiconductor chip mask work right directed to a technology (i) subject to restriction and (ii) in which GM or a GM Affiliate retains an ownership interest after the Effective Date, as provided in the Technology Transfer Agreement executed herewith between the parties.

“GM Restricted Technology Patent” means a Patent directed to a technology (i) subject to restriction and (ii) in which GM or a GM Affiliate retains an ownership

interest after the Effective Date, as provided in the Technology Transfer Agreement executed herewith between the parties.

"Patent" means a domestic or foreign patent, utility model or industrial design granted on an invention conceived prior to the Effective Date; an application for a patent, utility model or industrial design on such an invention; the right to apply for a patent, utility model or industrial design on such an invention; and any other intellectual property rights in such an invention.

"Saturn" means Saturn Corporation, a GM Affiliate.

The parties have signed two copies of this agreement as of the Effective Date.

GENERAL MOTORS CORPORATION      DELPHI TECHNOLOGIES, INC.

By Thomas J. Davis

Name Thomas J. Davis  
Title Vice President and  
Group Executive

By Andrew Brown, Jr.

Name Andrew Brown, Jr.  
Title President

**Schedule A - Development Programs**

the confidential Technology Database – 6 pages  
provided to the GM Patent Counsel prior to the Effective Date  
is incorporated by reference

**Exhibit 5.01(a)(xi)**

**Intellectual Property Transfer Agreement dated as of December 4, 1998  
between DTI and GM**

Exhibit G-3

4 December 1998

GM - DELPHI  
INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement is between General Motors Corporation ("GM") and Delphi Technologies, Inc. ("Delphi").

The parties enter this agreement to transfer certain intellectual property from GM to Delphi in connection with the separation of Delphi from GM.

Capitalized terms are defined in section 3.

1 - Patents, copyrights

1.1 Assignment of Patents to Delphi

(a) GM hereby assigns (and will cause Saturn to assign) their interest in the Delphi Patents to Delphi, together with the right to sue for past infringement. Such assignment is subject to the rights of joint owners, and to rights granted to others prior to the Effective Date, and is effective on the Effective Date. Delphi will be responsible for recording such assignment to the extent required by local law; the costs of recording will be considered a Project Oracle expense.

(b) Schedule A lists US Patents assigned pursuant to clause 1.1(a). The parties recognize schedule A may not be a complete list of such US Patents. Foreign Patents corresponding to the US Patents listed in schedule A are also assigned pursuant to clause 1.1(a).

(c) If the parties discover that any Patent assigned to Delphi hereunder is not a Delphi Patent, Delphi will reassign such Patent and the corresponding foreign Patents to GM or Saturn. If the parties discover that any Delphi Patent is not included on schedule A, they will amend schedule A to include that Patent.

(d) GM hereby assigns to Delphi a joint ownership interest in the Patents listed in schedule B, and in the corresponding foreign Patents, including the right to sue for past infringement. Such assignment is subject to the rights of joint owners, and to rights granted to others prior to the Effective Date, and is effective on the Effective Date. Delphi will be responsible for recording such assignments to the extent required by local law; the costs of recording will be considered a Project Oracle expense. GM and Delphi will bear equal shares of all fees associated with prosecution and maintenance of the Patents listed in schedule B. GM will retain responsibility for prosecution and maintenance of the Patents listed in schedule B, subject to the provisions of clause 1.4 of this agreement, and will invoice Delphi for its share of the fees.

(e) In those situations where a Patent is owned jointly by GM or a GM Affiliate on the one part and Delphi or a Delphi Affiliate on the other part - at any time after the Effective Date – then each joint owner may exercise all incidents of ownership in such Patent without consulting with or accounting to the other. However, GM and GM Affiliates may not license any such Patent to a Delphi Affiliate, and Delphi and Delphi Affiliates may not license any such Patent to a GM Affiliate. The parties may vary the terms of this clause 1.1(e) by written agreement at any time, either with respect to a particular Patent or with respect to all such Patents.

1.2 Assignment of copyrights to Delphi

(a) GM hereby assigns its interest in the Delphi Copyrights to Delphi, together with the right to sue for past infringement. Such assignment is subject to the rights of joint owners, and to rights granted to others prior to the Effective Date, and is effective on the Effective Date. Delphi will be responsible for recording such assignment to the extent required by local law; the costs of recording will be considered a Project Oracle expense.

(b) Schedule C lists copyright registrations assigned pursuant to clause 1.2(a). The parties recognize schedule C may not be a complete list of Delphi Copyright registrations.

(c) If the parties discover that any copyright assigned pursuant to clause 1.2(a) is not a Delphi Copyright, Delphi will reassign such copyright to GM. If the parties discover that any Delphi Copyright is not included on schedule C, they will amend schedule C to include that Delphi Copyright.

1.3 Cooperation in securing and enforcing IP rights

The parties will cooperate with each other in a reasonable manner to secure and enforce intellectual property rights, including (without limitation) executing any lawful papers that a party considers helpful to secure and enforce such rights.

1.4 Maintenance of patents

(a) If GM or Saturn elects to allow any patent or patent application filed prior to the Effective Date to lapse or become abandoned, GM will notify (or cause Saturn to notify) Delphi of its intention to do so at least 60 days prior to the date on which the patent is due to lapse or become abandoned, but GM and Saturn will have no liability to Delphi if it fails to do so. Delphi may then assume control of such patent at its own expense by providing written notice to such effect at least 30 days prior to the date the patent lapses or becomes abandoned. Upon receiving such notice, GM will assign (or cause Saturn to assign) its interest in the patent to Delphi, together with the right to sue for past infringement. Such assignment will

be subject to the rights of joint owners, and to rights granted to others prior to the assignment.

(b) If Delphi elects to allow any patent or patent application filed prior to the Effective Date and transferred under this agreement to lapse or become abandoned, Delphi will notify GM of its intention to do so at least 60 days prior to the date on which the patent is due to lapse or become abandoned, but Delphi will have no liability to GM if it fails to do so. GM may then assume control of such patent at its own expense by providing written notice to such effect at least 30 days prior to the date the patent lapses or becomes abandoned. Upon receiving such notice, Delphi will assign its interest in the patent to GM, together with the right to sue for past infringement. Such assignment will be subject to the rights of joint owners, and to rights granted to others prior to the assignment.

2 - Other provisions

2.1 Term

This agreement will remain in effect until all rights and obligations have expired.

2.2 Notices

All notices or other communications relating to this agreement must be written, and will be deemed to have been properly given when delivered in person, received by facsimile, or delivered by registered or certified mail as shown by a return receipt. Such notices or other communications must be addressed as follows:

If to GM: General Motors Corporation  
Legal Staff  
P.O. Box 33114  
Detroit MI 48232

Attention: Patent Counsel  
Facsimile: 313-974-1374

If to Delphi: Delphi Technologies, Inc.  
Legal Staff  
P.O. Box 33114  
Detroit MI 48232

Attention: Patent Counsel  
Facsimile: 313-974-0593

Either party may change its address by notice to the other.

2.3 Disputes

The parties will use all reasonable efforts to resolve any dispute arising from or in connection with this agreement, and to that end will refer any such dispute to the GM and Delphi Automotive Systems Corporation vice presidents responsible for engineering matters. If a dispute is not resolved in that manner, then the dispute resolution provisions of the Master Separation Agreement between GM and Delphi Automotive Systems Corporation will apply.

3 - Definitions

“Control” of an organization means direct or indirect possession of the power to direct or cause direction of the management of the policies of the organization, whether through the ownership of voting securities, by contract or otherwise. “Controlling” and “Controlled” have the corollary meanings ascribed thereto.

“Delphi Additional Component Patent” means a Patent, other than a Delphi Algorithm Patent or a Delphi Current Component Patent, which the parties agree has highest value to Delphi, and in which GM or Saturn has an ownership interest immediately prior to the Effective Date.

“Delphi Affiliate” means an organization directly or indirectly Controlling, Controlled by, or under common Control with Delphi at any time.

“Delphi Algorithm Patent” means a Patent directed to an algorithm invented or maintained by the Delphi Business Sector, and in which GM or Saturn has an ownership interest immediately prior to the Effective Date.

“Delphi Business Sector” means domestic and foreign operations of the Delphi Automotive Systems business sector of GM, and its predecessor organizations. The Delphi Business Sector is the predecessor of Delphi Automotive Systems Corporation and its subsidiaries.

“Delphi Current Component Patent” means a Patent primarily related to components made or sold by the Delphi Business Sector prior to the Effective Date, and in which GM or Saturn has an ownership interest immediately prior to the Effective Date.

“Delphi Copyright” means a copyright or semiconductor chip mask work right in material created by the Delphi Business Sector prior to the Effective Date, and in which GM has an ownership interest immediately prior to the Effective Date, but excluding GM Restricted Technology Copyrights.

“Delphi Patents” means Delphi Current Component Patents, Delphi Additional Component Patents and Delphi Algorithm Patents, but excluding GM Restricted Technology Patents.

"Effective Date" means 1 January 1999.

"GM Affiliate" means an organization directly or indirectly Controlled by GM at any time, but excluding Delphi Automotive Systems Corporation and its subsidiaries.

"GM Restricted Technology Copyright" means a copyright or semiconductor chip mask work right directed to a technology (i) subject to restriction and (ii) in which GM or a GM Affiliate retains an ownership interest after the Effective Date, as provided in the Technology Transfer Agreement executed herewith between the parties.

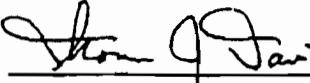
"GM Restricted Technology Patent" means a Patent directed to a technology (i) subject to restriction and (ii) in which GM or a GM Affiliate retains an ownership interest after the Effective Date, as provided in the Technology Transfer Agreement executed herewith between the parties.

"Patent" means a domestic or foreign patent, utility model or industrial design granted on an invention conceived prior to the Effective Date; an application for a patent, utility model or industrial design on such an invention; the right to apply for a patent, utility model or industrial design on such an invention; and any other intellectual property rights in such an invention.

"Saturn" means Saturn Corporation, a GM subsidiary.

The parties have signed two copies of this agreement as of the Effective Date.

GENERAL MOTORS CORPORATION      DELPHI TECHNOLOGIES, INC.

By 

Name Thomas J. Davis  
Title Vice President and Group Executive

By 

Name Andrew Brown, Jr.  
Title President

Schedules

- A Delphi Patents
  - A1 Patents in force - GM owns entire interest & assigns to Delphi
  - A2 Pending applications - GM owns entire interest & assigns to Delphi
  - A3 Active invention files - GM owns entire interest & assigns to Delphi
  - A4 Patents in force - Saturn owns entire interest & assigns to Delphi
  - A5 Pending applications - Saturn owns entire interest & assigns to Delphi
  - A6 Active invention files - Saturn owns entire interest & assigns to Delphi
  - A7 Patents in force - GM owns partial interest & assigns to Delphi
  - A8 Pending applications - GM owns partial interest & assigns to Delphi
  - A9 Active invention files - GM owns partial interest & assigns to Delphi
- B Joint Patents
  - B1 Patents in force
  - B2 Pending applications
  - B3 Active invention files
- C Delphi Copyright Registrations